



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

Address: COMMISSIONER FOR PATENTS

P.O. Box 1450

Alexandria, Virginia 22313-1450

www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/981,213	10/17/2001	Johan Renes	5117US	5776
24247	7590	04/01/2010	EXAMINER	
TRASKBRITT, P.C.			NGUYEN, TRAN N	
P.O. BOX 2550			ART UNIT	PAPER NUMBER
SALT LAKE CITY, UT 84110			3626	
			NOTIFICATION DATE	DELIVERY MODE
			04/01/2010	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

USPTOMail@traskbritt.com

Office Action Summary**Application No.**

09/981,213

Applicant(s)

RENES ET AL.

Examiner

Tran Nguyen

Art Unit

3626

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 07 January 2010.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-19 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-19 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date: _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____
- Paper No(s)/Mail Date: _____

DETAILED ACTION

Continued Examination Under 37 CFR 1.114

A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 01/07/2010 has been entered.

Response to Amendment

As per the Office Action mailed 07/07/2009:

The objection to the amendment filed 04/01/2009 under 35 USC 132(a), the objection to the specification under 35 USC 112, first paragraph, and the rejection of claims 1-19 under 35 USC 112, first paragraph are hereby withdrawn in view of Applicant's Remarks filed 01/07/2010.

The rejection of claims 1-19 under 35 USC 101 is hereby withdrawn in view of Applicant's amendment to claims 9, 12.

The amendment filed 01/07/2010 is objected to under 35 U.S.C. 132(a) because it introduces new matter into the disclosure. 35 U.S.C. 132(a) states that no

amendment shall introduce new matter into the disclosure of the invention. The added material which is not supported by the original disclosure is as follows:

The newly added limitation in claim 9 recites:

administering the insurance program with the computer so that upon ending of the cohabitation agreement, payments covering at least some financial consequences of the ending of the cohabitation agreement are made,

Claim 12 recites similar limitations.

These newly added limitations appear to constitute new matter. Applicant did not point out, nor was Examiner able to find, any support for these newly added limitations in the specification as originally filed.

In particular, the specification as originally filed does not disclose providing computerized payments.

Applicant is requested to clarify the issues discussed above, to specifically point out support for the newly added limitations in the originally filed specification and claims to the extent possible, and to cancel any new matter in the reply to this Office Action.

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claim(s) 1-19 is/are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

As per claim(s) 1-19, these claims are rejected for at least the same rationale as discussed above, and incorporated herein.

NOTE: The rejection presented hereinbelow is for Applicant's consideration should Applicant properly traverse the new matter issues discussed above in the response hereto.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.

2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claim(s) 9 is/are rejected under 35 U.S.C. 103(a) as being unpatentable over DuBroff (Divorce Insurance) in view of Roberts (4839804) and Golden (Golden (Breaking Up Without Going Broke, copy provided in Office Action mailed 08/08/2006).

As per claim 9, DuBroff teaches a method of providing insurance (reads on "doing business") (page 16), comprising:

- (a) collecting data from a couple at the time of marriage (reads on "two... persons entering into a cohabitation agreement") (page 45 column 2 paragraph 2);
- (b) calculating various data required for insurance (page 47 column 2-3).

DuBroff does not teach:

entering the data into a computer;

Roberts teaches entering insurance application data into a computer for processing (Figure 1).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of DuBroff with the motivation of leveraging technology to perform business functions.

DuBroff further teaches:

- (c) calculating a premium (page 46 column 3 paragraph 3), wherein the insurance policy payouts to cover the costs (reads on "at least some financial

consequences") incurred in a divorce (reads on "untimely ending of a cohabitation agreement") (page 16).

DuBroff does not teach:

~~calculating, with the computer~~

Roberts teaches using a computer to calculate an insurance premium (column 1 line 60-61).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of DuBroff and Roberts with the motivation of leveraging technology to perform business functions.

DuBroff further teaches:

(d) charging the premium amount (page 46 column 3 paragraph 3);

(e) providing payout in case of divorce (page 16 and throughout).

DuBroff does not teach:

~~administering the insurance program with the computer~~

Roberts teaches using a computer to administer an insurance policy to provide automated payout (column 2 line 48).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of DuBroff and Roberts with the motivation of leveraging technology to perform business functions.

DuBroff does not explicitly teach:

wherein the two or more natural persons entering into a cohabitation agreement are unmarried.

DuBroff does teach providing the insurance coverage to unmarried people who have children (page 46 column 3 paragraph 2).

Golden also teaches providing coverage to unmarried couples (page 2 paragraph 17).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of DuBroff and Golden within the embodiment of DuBroff and Roberts with the motivation of providing financial benefits for children (DuBroff; page 46 column 2 paragraph 4).

Claim(s) 12, 1-8, 10-11, 13-16, 18-19 is/are rejected under 35 U.S.C. 103(a) as being unpatentable over DuBroff in view of Roberts, Golden, and Grande (The Proper Use of Insurance).

As per claim 12, DuBroff teaches a method of providing insurance (reads on "doing business") (page 16), comprising:

(a) collecting data from a couple at the time of marriage (reads on "two... persons entering into a contractual relationship") (page 45 column 2 paragraph 2);

(b) calculating various data required for insurance (page 47 column 2-3).

DuBroff does not teach:

entering the data into a computer;

Roberts teaches entering insurance application data into a computer for processing (Figure 1).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of DuBroff with the motivation of leveraging technology to perform business functions.

DuBroff further teaches:

(c) calculating a premium (page 46 column 3 paragraph 3), wherein the insurance policy payouts to cover the costs (reads on "at least some financial consequences") incurred in a divorce (reads on "untimely ending of a cohabitation agreement") (page 16).

DuBroff does not teach:

calculating, with the computer

Roberts teaches using a computer to calculate an insurance premium (column 1 line 60-61).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of DuBroff and Roberts with the motivation of leveraging technology to perform business functions.

DuBroff and Roberts do not teach:

insurance covering at least some financial consequences in addition to legal fees of the untimely ending of a contractual relationship between the two or more natural persons;

Golden teaches paying for legal fees in case of divorce (page 2 paragraph 15).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Golden within the embodiment of DuBruff and Roberts with the motivation of paying attorney fees (Golden; page 2 paragraph 15).

DuBruff further teaches:

- (d) charging the premium amount (page 46 column 3 paragraph 3);
- (e) providing payout in case of divorce (page 16 and throughout).

DuBruff does not teach:

administering the insurance program with the computer

Roberts teaches using a computer to administer an insurance policy to provide automated payout (column 2 line 48).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Roberts within the embodiment of DuBruff, Roberts, and Golden with the motivation of leveraging technology to perform business functions.

DuBruff, Roberts, and Golden do not teach:

wherein the financial consequences comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a child's education, a former partner's education, health insurance premiums, life insurance premiums, and combinations of any thereof.

According to DuBruff, the insurance payout may be used by the beneficiary for any purpose, including maintaining a household (page 45 and throughout).

Grande teaches that upon divorce, health and life insurance premiums must be paid as part of the divorce settlement (page 652-653).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Grande within the embodiment of DuBruff, Roberts, and Golden with the motivation of providing health and life insurance coverage to divorced people.

As per claim 1, DuBruff suggests providing payouts to people who are married or have children (page 46 column 3 paragraph 2).

Golden also teaches a married couple (reads on "living together") (paragraph 15). Gold further explicitly providing coverage to cohabiting couples (page 2 paragraph 17).

As per claim 2, DuBruff teaches married couples (page 16 and throughout).

As per claim 3, DuBruff teaches a married couple filing for divorce (page 16 and throughout).

As per claim 4, DuBruff teaches providing payment for child support (page 45 column 2 paragraph 2).

As per claim 5, DuBruff teaches combining the divorce insurance with other investment vehicles (reads on "part of another contract") (page 46 column 3).

Golden also teaches that divorce insurance is offered as part of legal insurance (reads on "another contract") (paragraph 15).

As per claim 6, DuBruff teaches providing the money in case of no divorce (page 46 column 1 paragraph 1).

As per claim 7, DuBruff teaches an annuity plan (reads on "investment") (page 46 column 1 paragraph 1).

As per claim 8, DuBruff teaches paying the divorced partner (page 16).

As per claim 10, DuBruff teaches requiring a blackout period (page 45 column 3 last paragraph to page 46 column 1 paragraph 1).

As per claim 11, DuBruff teaches employers paying for the coverage (page 45 column 2 paragraph 4).

As per claim 13, DuBruff teaches charging young couples higher premiums (page 45 column 3 last paragraph to page 46 column 1 paragraph 1).

As per claims 14-15, DuBruff does not explicitly teach adjusting the premium based on income.

DuBruff recognizes that young people may not have money (page 46 column 3 paragraph 5).

DuBruff teaches government subsidies (page 46 column 2 paragraph 2).

Goldberg teaches that the government would pay the legal expenses for poor people (reads on "projected earnings") (paragraph 19).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to provide government subsidies for divorce insurance within the embodiment of DuBruff, Roberts, Golden, and Grande with the motivation of reducing spending for countries already paying for legal expenses of poor people (Golden; paragraph 19).

As per claim 16, DuBruff teaches adjusting the premium after 5 years of marriage (reads on "changed circumstances in that natural person's life") (page 46 column 3 paragraph 2).

As per claim 18, DuBruff teaches a premium (page 46 column 3 paragraph 2).

DuBruff does not teach a monthly premium.

Golden teaches a \$15 monthly premium (page 2 paragraph 15).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Golden within the embodiment of DuBruff, Roberts, and Golden with the motivation of billing the premium.

As per claim 19, teaches an annuity (reads on "investing") (page 46 column 1 paragraph 1).

Claim(s) 17 is/are rejected under 35 U.S.C. 103(a) as being unpatentable over DuBroff in view of Roberts, Golden, and Grande as applied to parent claim 16 above, and further in view of Covert (20050038681).

As per claim 17, DuBroff, Roberts, Golden, and Grande do not teach "disability of one or more of the natural persons".

Covert teaches providing insurance for the disability of a person (page 2 paragraph 0036).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Covert within the embodiment of DuBroff, Roberts, Golden, and Grande with the motivation of tailoring premiums to the characteristics of the participant (Golden; paragraph 18).

Insofar as the remainder of the claim is concerned, the applied art need not teach these limitations in view of the optional limitations recited therein.

Response to Arguments

Applicant's arguments filed 01/07/2010 have been fully considered but they are not persuasive.

Applicant's arguments, see page 6-7, filed 01/07/2010, with respect to the objection under 35 USC 132(a) and rejection under 35 USC 112, first paragraph have been fully considered and are persuasive. The objection and rejection have been withdrawn.

Applicant's arguments, see page 7, filed 01/07/2010, with respect to the rejection under 35 USC 101 have been fully considered and are persuasive. The rejection has been withdrawn.

Applicant's arguments with respect to claims 12, 4, 11, 14, 15, 17, 6, 7, 19, 9, 13 on page 7-9 have been considered but are moot in view of the new ground(s) of rejection.

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Tran (Ken) N. Nguyen whose telephone number is 571-270-1310. The examiner can normally be reached on Monday - Friday, 9:00 am - 5:00 pm Eastern.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Gerald (Jerry) J O'Connor can be reached on 571-272-6787. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/T. N./
Examiner, Art Unit 3626
03/22/2010

/Dilek B Cobanoglu/
Examiner, Art Unit 3626
3/26/2010